

USER AGREEMENT

THIS USER AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND VELOSIO, LLC. (“VELOSIO”) GOVERNING YOUR USE OF ALL SOFTWARE HOSTED BY VELOSIO AND THE SERVICES OUTLINED IN THIS USER AGREEMENT. VELOSIO IS UNWILLING TO LICENSE OR OTHERWISE AUTHORIZE YOUR USE OF THE SOFTWARE LICENSED OR THE OTHER SERVICES PROVIDED HEREIN EXCEPT ON THE TERMS CONTAINED IN THIS USER AGREEMENT. YOUR USE OF THE SOFTWARE SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE TERMS OF THIS USER AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THE USER AGREEMENT, DISCONTINUE ALL USE OF THE SOFTWARE.

THIS USER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF VELOSIO’S OBLIGATIONS AND RESPONSIBILITIES TO YOU, AS LICENSEE OF THE SOFTWARE AND USE OF THE VELOSIO SERVICES, IF ANY, AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF VELOSIO RELATING TO THE SUBJECT.

THIS USER AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES (see Section 8), EXCLUSIVE REMEDIES (see Section 8), AND LIMITATIONS ON LIABILITIES (see Section 9), ALL OF WHICH FORM AN ESSENTIAL BASIS OF THIS USER AGREEMENT.

1. Definitions.

“Velosio Documentation” is the under manuals for the Velosio Software.

“Velosio Parties” is Velosio, its affiliates, service providers, licensors, and suppliers.

“Velosio Software” is, to the extent applicable, Progressus, Axio, SilverLeaf, and/or any other software application that is proprietary to Velosio, as well as any proprietary application software that is, to the extent applicable, hosted by Velosio’s third-party suppliers, including, without limitation, enhancements, upgrades, modifications, new versions, and replacements thereto.

“Support Software” is the configuration of software that Velosio provides for your use of the Velosio Software, including, without limitation, enhancements, upgrades, modifications, new versions, and replacement software.

“Software” is collectively the Velosio Software and the Support Software.

2. License for the Velosio Services and Software.

- a. **In General.** Subject to the terms and conditions of this User Agreement, Velosio agrees to, or through the use of a third party vendor to, deploy and/or host the Software and provide certain support services. Use of the Software depends on your compliance with this User Agreement. Subject to the terms and conditions of this

User Agreement, the scope of your use of the Software depends on the subscription you purchase.

- b. **Software License.** Velosio hereby grants to you, and you accept, a limited, nonexclusive license to use the Software in object code form only, and the Velosio Documentation, only as authorized in this Agreement.
- c. **Support Software Licenses.** Certain programs contained in the Support Software may be provided with their own license agreements and are licensed under the terms of the agreements provided with them. By your use of the Software, you are deemed to have agreed to abide by such licensing and the terms thereof.
- d. **Hosting of the Software.** For the term of, and in accordance with the terms and conditions of, this User Agreement, Velosio will, through third parties, provide those facilities, equipment, and programming collectively making up a host data center (the “Velosio Services”), as necessary to provide you access to the Software via the internet. You will be responsible for providing your own internet access and computer equipment needed to access the Velosio Services.
- e. **Limitation on use of Velosio Software.** You agree:
 - i. you are responsible for the evaluation and selection of, as well as for the results obtained from, the Software;
 - ii. you are responsible for complying with all rules and regulations relating to the Velosio Services and Software sent to you by email or other electronic means as they may be amended from time to time;
 - iii. to use the Velosio Services and Software only for processing your business data and in accordance with the terms and conditions of this User Agreement;
 - iv. to permit only authorized users, who possess rightfully obtained usernames and passcodes, to use the Software or to view the Velosio Documentation;
 - v. not to make the Software, the Velosio Documentation, or any username or passcode available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement, or demonstration of the Software to any third party;
 - vi. to use your best efforts to cooperate with and assist Velosio in identifying and preventing any unauthorized use, copying, or disclosure of the Software, the Velosio Documentation, or any portion thereof;
 - vii. not to reverse assemble, reverse compile, or otherwise translate any Software;
 - viii. not to use the Velosio Software in any way that is unlawful, or which harms a Velosio Party, as determined by Velosio in its sole discretion;

- ix. not to interrupt, or attempt to interrupt, the operation of the Velosio Services or Software in any way;
 - x. not to restrict, in any way, any other authorized user from using the Software;
 - xi. not to attempt to breach the security of the Velosio Services or Software;
 - xii. not to access, or attempt to access, data belonging to third parties;
 - xiii. to ensure that anyone who uses the Software (accessed either locally or remotely) does so only for your authorized use and complies with the terms of this User Agreement;
 - xiv. to notify Velosio, in writing, as soon as is reasonably possible, if you learn of any actual or threatened infringement or piracy of the Software, or if any infringement or piracy claim is made against you by a party other than Velosio in connection with your use of the Software;
 - xv. to provide accurate, current, and complete information on your legal name, address, email address, phone number, and other information reasonably requested by Velosio, and to keep such information updated; and
 - xvi. to be responsible for all electronic communications sent by you to Velosio, through Velosio Software or Support Services or in your account.
- f. **Updates and Upgrades to Software.** Velosio reserves the right to, but shall not be obligated to, provide error corrections, enhancements, upgrades, modifications, and new versions for the Software.
- g. **Facilities.** Except as otherwise expressly stated herein, you are responsible for obtaining, installing, configuring and maintaining all equipment, (including, without limitation, gateways and firewalls), network, software, wiring, power sources, telephone connections, and communications services necessary for inter-connection with Velosio Services or otherwise for use in conjunction with the Velosio Services ("Facilities"). You are responsible for ensuring that the Facilities are compatible with Velosio's requirements and the Software. Velosio is not responsible for the availability, capacity, or condition of any Facilities.
- h. **Access to Velosio Software.** Velosio reserves the right to deny access to the Velosio Software to anyone at any time.
- i. **Transmission of Data.** You understand that the technical processing and transmission of electronic communications is fundamentally necessary to your use of the Velosio Support Services. You expressly consent to Velosio's interception and storage of electronic communications, and you acknowledge and understand that your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned, operated, or both by Velosio.

You acknowledge and understand that changes to your electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices.

3. Reservation of Rights.

All rights not expressly granted to you pursuant to this User Agreement are reserved to Velosio.

4. Monitoring.

To the maximum extent permitted by applicable law, you grant Velosio the right to monitor the Software, Velosio's Services, and your use of each, and to disclose such information in the event that Velosio, in good faith, believes it is necessary for purposes of ensuring your compliance with this User Agreement, and protecting the rights, property, and interests of Velosio Parties.

5. Subscription Fees.

The subscription fees paid by you are paid in consideration of the license granted and services provided under this User Agreement. Except as stated in Article 7 and Article 8, Velosio does not refund subscription fees. By accepting this User Agreement you fully understand that once subscription fee payment is made to Velosio, you will have no recourse for receiving a refund of any part of the fees.

6. Proprietary Protection of the Software.

You acknowledge that the Velosio Services, Software, and the Velosio Documentation are proprietary to Velosio, and the Velosio Services, Software, and the Velosio Documentation are protected under United States copyright, trade secret, patent, and trademark laws, and international treaties. You further acknowledge and agree that, as between you and Velosio, Velosio owns and shall continue to own all right, title, and interest in and to the Velosio Services, Software, and the Velosio Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This User Agreement does not grant you any ownership interest in or to the Velosio Services, Software, or the Velosio Documentation, but only a limited right of use that is revocable in accordance with the terms of this User Agreement.

You may not use, display, reproduce, create derivative works of, re-license, sell, or distribute the Software, or any portion thereof, except as otherwise provided in this User Agreement.

You acknowledge that Velosio does not grant any license or other right to use any of its trademarks, service marks, copyrightable material, or other intellectual property, except as expressly provided in this User Agreement.

You acknowledge that, in the event of your breach of any of the provisions of this Section, Velosio will not have an adequate remedy at law. Therefore, Velosio shall be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Velosio's right to obtain injunctive relief shall not limit its right to seek further remedies.

7. Indemnification.

- a. **By Velosio.** Velosio will, at its expense, indemnify and hold you harmless against any claims made by an unaffiliated third party that the Velosio Software infringes its patent, copyright, or trademark, or misappropriates its trade secret; provided (i) you notify Velosio, in writing, not later than 20 days after you receive notice of the claim, (ii) you give Velosio sole control of the defense and any settlement negotiations, and (iii) you cooperate with Velosio in defending against or settling the claim. Velosio's obligation of indemnification will not apply to the extent that the claim is based on (i) your use of the Velosio Software after Velosio notifies you to discontinue use due to such a claim; (ii) your combining the Velosio Software with non-Velosio product, data, or business process, including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-Velosio product, data, or business process; (iv) your altering or modifying the Velosio Software, including any modifications by third parties; or (v) your use of the Velosio Software in violation of this Agreement. You will reimburse us for any costs or damages that result from these actions.

If Velosio receives information concerning an infringement or misappropriation claim related to the Velosio Software, Velosio may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the Velosio Software or (ii) modify the Velosio Software or replace it with a functional equivalent to make it non-infringing, in which case you will stop using the allegedly infringing Velosio Software immediately. If, as a result of an infringement or misappropriation claim, your use of the Software is enjoined by a court of competent jurisdiction, Velosio will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license granted in this Agreement. This Section 7.a. constitutes your exclusive remedy for third party infringement and trade-secret misappropriation claims.

- b. **By You.** You hereby agree to indemnify, defend, and hold harmless Velosio from and against any and all claims, proceedings, damages, liability, and costs (including reasonable attorney's fees) incurred by Velosio in connection with any claim arising out of (i) any breach or alleged breach of any of your obligations set forth in this User Agreement, and (ii) your use of the Velosio Services and/or Software, or the use by any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this User Agreement, regardless of the type or nature of the claim. You shall cooperate as fully as reasonably required in the defense of any claim. Velosio reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Velosio.

8. Limited Warranties; Disclaimer of Warranties.

- a. **Velosio Software Limited Warranty; Exclusive Remedy.** Velosio warrants to you that the performance and functionality of the Software, in all material respects, meet the specifications set forth in the Velosio Documentation for the Software licensed by

you. Velosio does not warrant that the Software will be error-free. Your sole and exclusive remedy for Velosio's breach of this limited warranty shall be that Velosio shall use commercially reasonable efforts to modify the Software to meet the performance and functionality specifications, in all material respects, described in the Velosio Documentation, and if Velosio is unable to restore such performance and functionality, you shall be entitled to terminate this User Agreement and shall be entitled to receive a pro-rata refund of the subscription fees paid for under this User Agreement for your use of the Software for the terminated portion of the term. Velosio shall have no obligation with respect to a warranty claim unless notified of such claim within 60 days of the first instance of any material performance or functionality issue. Any notice required to be sent pursuant to this Section 8 must be provided electronically to Velosio at support@stratoscloud.net and legaldepartment@velosio.com.

- b. **No Virus Warranty.** Velosio warrants that the Velosio Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- c. **Warranty of Title.** Velosio warrants to you that Velosio is the owner of the Software or otherwise has the right to grant to you the license to use the Software as set forth in this User Agreement without violating any proprietary rights of any third parties.
- d. **Disclaimer.** EXCEPT AS PROVIDED IN THIS SECTION, VELOSIO DISCLAIMS, TO THE EXTENT AUTHORIZED BY LAW, ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANLIKE EFFORT; (ii) WARRANTIES ARISING THROUGH COURSE OF DEALINGS OR USAGE OF TRADE; AND (iii) WARRANTIES THAT THE SOFTWARE WILL BE ERROR-FREE. WITHOUT LIMITING THE FOREGOING, VELOSIO EXPRESSLY DISCLAIMS ANY WARRANTY ARISING FROM ADVICE OR INFORMATION PROVIDED BY VELOSIO OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE. THIS DISCLAIMER APPLIES TO ANY EXPENSES, DAMAGES OR INJURY, REGARDLESS OF THE CAUSE, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.
- e. **Third Party Hosting of Software and Data.** THIRD-PARTY SUPPLIERS PROVIDING HOSTING FOR THE SOFTWARE, STORAGE OF YOUR DATA, AND OTHER VELOSIO SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF VELOSIO. VELOSIO IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS,

REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY DAMAGES OR EXPENSES RESULTING THEREFROM.

9. Limitation on Liability; Cumulative Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR SIMILAR LOSSES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY SET FORTH IN THIS SECTION 9 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY IS DEEMED UNENFORCEABLE.

VELOSIO'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS USER AGREEMENT, INCLUDING WITHOUT LIMITATION VELOSIO'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, SHALL BE LIMITED TO THE AMOUNT OF SUBSCRIPTION FEES PAID TO VELOSIO BY YOU UNDER THIS USER AGREEMENT, BUT IN NO EVENT SHALL SUCH LIABILITY EXCEED \$10,000 IN THE AGGREGATE FOR ALL OCCURANCES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

All limitations on liability, damages, and claims are intended to apply without regard to whether other provisions of this User Agreement have been breached or have proven ineffective.

No third party is authorized by Velosio to make any representation or warranty to you regarding the Velosio Services or Software.

10. Limitations Period.

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software, or this User Agreement, must be filed within one year after such claim or cause of action arose or be forever barred.

11. Term and Termination.

This User Agreement is effective upon your acceptance of this User Agreement, or upon your accessing and using the Software or the Velosio Services, even if you have not expressly accepted this User Agreement. This User Agreement shall continue in effect until terminated. Without prejudice to any other rights, this User Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described in this User Agreement. If you fail to pay the applicable subscription fees, Velosio shall have the right to restrict, suspend, or terminate your access to the Velosio Services and/or Software in whole or in part, without notice and without liability. You may

terminate this User Agreement at any time by providing written notice of your decision to terminate the User Agreement to Velosio. Velosio may terminate this Agreement if you breach any term of the Agreement by giving you written notice of your breach and Velosio's decision to terminate the User Agreement. If this User Agreement is terminated, Velosio reserves the right to refuse to provide access to the Velosio Software to you in the future. Once access to the Velosio Services and/or Software has been denied as a result of termination of this User Agreement, Velosio reserves the right to impose a charge for access to the Velosio Services and/or Software.

12. Amendment to User Agreement.

Velosio reserves the right, in its sole discretion, to amend this User Agreement from time to time. If there is a conflict between this User Agreement and the most current version of Velosio's Terms and Conditions, posted at www.velosio.com/market-terms/, the latter will prevail. If you do not accept amendments made to this User Agreement, then this User Agreement will be immediately terminated pursuant to Section 11. Your continued use of the Velosio Services and/or Software following any amendment to this User Agreement shall be conclusively deemed an acceptance of all such amendments.

13. Miscellaneous.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to Delaware's conflicts-of-law rules. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated in Delaware, and you hereby consent to the jurisdiction and venue of those courts and waive any objections to the jurisdiction or venue of those courts.

If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions of this User Agreement or the validity or enforceability of the offending term or provision in any other situation.

Sections 2i, 2j, 6, 7, 8, 9, 10, and 13 of this User Agreement shall survive the termination of this User Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

The headings contained in this User Agreement are for reference purposes only and shall not affect the meaning or interpretation of this User Agreement.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. You may not assign, transfer, or sublicense your rights to this User Agreement.

You agree that Velosio may provide notices and other communications to you solely by means of e-mail or other electronic transmission.

Unless you provide Velosio with written notice to the contrary, you give Velosio the right to use your name in print, on-line, and in other multimedia advertising and marketing materials for the purpose of disclosing that you are a customer of Velosio.

This User Agreement constitutes the entire agreement between you and Velosio with respect to the Velosio Services and Software, and supersedes all prior agreements between you and Velosio.

You shall, in addition to the fees required under this User Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this User Agreement, excluding income taxes on the net profits of Velosio. You shall reimburse Velosio for the amount of any such taxes or duties paid or incurred directly by Velosio as a result of this transaction.

The Velosio Services, Software, and the Velosio Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (b)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.